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Contract Database Metadata Elements

Title: **Fairview Fire District and Fairview Fire District Fire Fighters, International Association of Firefighters (IAFF), AFL-CIO, Local 2623 (2002)**

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Union: **Fairview Fire District Fire Fighters, International Association of Firefighters (IAFF), AFL-CIO**

Local: **2623**

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FF

Fairview Fire District And Iaff Local
2623 (Fairview District)



Fairview Fire District
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AGREEMENT BETWEEN

FAIRVIEW FIRE DISTRICT, BOARD OF FIRE COMMISSIONERS

AND

INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS AFL - CIO,

LOCAL 2623

DATED: January 1, 2002 - December 31, 2004

RECEIVED

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**NYS PUBLIC EMPLOYMENT
RELATIONS BOARD**

14
Employees
Covered

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for Fairview Fire District


11/15/01

for Fire Fighters



PREAMBLE

This Agreement made, between the Fairview Fire District, Board of Fire Commissioners, hereinafter referred to as the District, and the International Association of Fire Fighters, AFL-CIO, and Local 2623, hereinafter referred to as the Fire Fighters.

ARTICLE 1 - PURPOSE

It is the intent and purpose of this agreement to maintain the existing harmonious relationship between the District and the Fire Fighters. To increase the general efficiency of the Department, promote and protect the general welfare of the citizenry, and to be consistent with the New York State Taylor Law, decisions of the court, and/or public Employee Relations Board.

ARTICLE 2 - DURATION

This agreement shall be effective January 1, 2002 and continue in full force and effect until December 31, 2004.

ARTICLE 3 - RECOGNITION

The District recognizes IAFF Local 2623 as the sole and exclusive bargaining agent for all full and part-time paid personnel of the Fire Fighting Force and other Emergency Services of the Fairview Fire District for the purpose of the collective bargaining of their terms and conditions of employment and the administration of grievances. District Clerical, Financial, Management Confidential Staff, or Professional Services employees are not included in this recognition.

ARTICLE 4 - DUES CHECKOFF

The District shall deduct from the wages of all members of the bargaining unit for Local 2623 IAFF and remit to the Association regular membership dues in compliance with the Agency Shop Law of New York State.

for Fairview Fire District _____

11/15/01

for Fire Fighters 

ARTICLE 5 - BEREAVEMENT LEAVE

Section 1

An employee who suffers a death in his/her family shall be entitled to special leave, with pay subject to the following conditions:

- A. Up to five (5) regularly scheduled workdays in the event of the death of the employee's spouse, child, parent or dependent or the employee's spouse's, child, parent or dependent. The allowable days are two days prior to the day of the funeral, the day of the funeral, and two days after the funeral.
- B. Up to three (3) regularly scheduled workdays in the event of the death of a brother, or a sister of the employee or the employee's spouse. The allowable days are one day prior to the day of the funeral, the day of the funeral, and one-day after the funeral.
- C. Up to two (2) regularly scheduled workdays in the event of the death of a grandparent, or grandchild of the employee or the employee's spouse. The allowable days are the day of the funeral, and either the day before or the day after the funeral.
- D. One (1) regularly scheduled workday (the day of the funeral only), with a maximum of three (3) days per calendar year, in the event of the death of an aunt, an uncle, a niece or a nephew of the employee or the employee's spouse.


Section 2

Part-time Fire Fighters will be on paid leave for the scheduled shift for the of the day of the funeral.

Section 3

The employee shall supply documentation establishing the death and relationship of the deceased to the employee if requested by the Chief.

for Fairview Fire District


11/15/01

for Fire Fighters




ARTICLE 6 - HOURS OF DUTY AND SPECIAL CONSIDERATIONS

Section 1

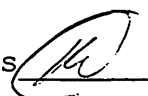
The various work shifts of the Fire Fighters or Officers of the Fairview Fire District are defined as follows:

- A. **Fire Fighters cycle working shifts** will be (10) hours on the day shift between 0700 and 1700 hours and fourteen (14) hours on the night shift between 1700 and 700 hours. For the purpose of this agreement, the mean between the two, namely twelve (12) hours will constitute a day. The time cycle of fire fighter cycle working shifts shall be three days of day shifts, followed by three days of night shifts, followed by six days of no day or night shift.
- B. **Officer cycle working shifts** will be ten (10) hours on the day shift between 0700 and 1700 hours and fourteen (14) hours on the night shift between 1700 and 700 hours. For the purpose of this agreement, the mean between the two, namely twelve (12) hours will constitute a day. The time cycle of officer cycle working shifts shall be two days of day shifts, followed by two days of night shifts, followed by four days of no day or night shifts. **Note: Attached Memo of Understanding for trial period change.**
- C. **Special days only shifts** consisting of four (4) ten (10) hour days for four (4) weeks and one (1) week of five (5) ten (10) hour days or four (4) ten (10) hour days a week and on the seventh (7th) week a fourteen (14) hour night shift will be worked to maintain the average of forty two hour (42) work week. Once the schedule is established, it will not be changed to the alternative schedule without the agreement of the Fire Fighter, the Union and the District.
- D. **Scheduled relief shifts** shall be any shift scheduled to be worked with more than 14 hours notice to the employee before the first hour scheduled to be worked. Only the employee who works the shift is entitled to pay for the shift.
- E. **Special relief shifts** to provide adequate district response, the District Board of Fire Commissioners reserves the right to establish an evening relief shift. This shift would be between the hours of 1700 and 2300. Actual hours and days to be worked will be as directed and felt necessary by the Board. The minimum duration of this shift would be three months. Once this shift has been started, the Board will give the Union 30 days notice of its intention to discontinue the shift.

for Fairview Fire District


11/15/01

for Fire Fighters



- F. **Emergency relief shifts** shall be any shift scheduled to be worked with less than 14 hours notice to the employee before the first hour scheduled to be worked.
- G. **Hold over time** is defined as any time an employee must remain on duty past the end of his regular shift caused by either failure to be relieved by a replacement or inability to return to the fire house during an ongoing incident.
- H. **Callback time** is defined as time spent on active duty as a result of being called back to work from time off after completing a regular shift. District Order #5 details standard conditions that govern call back time.
- I. **Pre-start time** is defined as callback time that occurs less than two hours prior to the scheduled start time of a Fire Fighter/Officer.
- J. **Equipment transport** is defined as time spent moving District apparatus for repairs, when assigned to Fire Fighters or Officers, shall be either part of normal shift duties or shall be considered as scheduled relief time. (Parades are not included).

ARTICLE 7 - MAINTENANCE OF BUILDING AND GROUNDS

The Fire District's lawns, equipment, grounds and buildings, will be maintained by the Fire Fighters as directed and as time is available after completion of training, daily duties and answering fire or medical assistance calls.

General cleaning and maintenance of building and grounds will include but not be limited to the following:

1. Sweep and mop floors in all but the Apparatus and work area as needed.
2. Clean blinds, windowsills and general dusting at least monthly.
3. Empty wastepaper baskets as needed.
4. Window washing at least 2 times per year.
5. Lawns mowed and trimmed as needed.
6. Sidewalks and fire escapes cleaned and sanded as needed in the winter.
7. Bathrooms cleaned and supplied with soap and paper daily or as needed.
8. Apparatus and work area to be cleaned, dusted, floor washed weekly or as needed.
9. Replace light bulbs as needed.

for Fairview Fire District


11/15/01

for Fire Fighters

The parties agree that the following work shall be excluded from the provisions of this article.

1. Cleaning of the Fire Companies area of the basement called the "DUGOUT".
2. Any work on the Fire Districts equipment that falls under the scope of the Mechanic's Special Position.
3. Any items of work that by their nature require special training or large amounts of time.
4. Buffing or stripping of any floors.

ARTICLE 8 - SCHEDULE

The time schedule will be made out to include a minimum of least three Fire Fighters (one of the Fire fighters may be an Officer) on duty on all shifts plus one Fire Fighter on "Special Days Only Shift". All Fire Fighters employed by the District will form one rotation schedule from which relief and time off duty will be selected to fill Fire Fighter shifts. All Officers employed by the District will form one rotation schedule from which relief and time off duty will be selected to fill Officers shifts. Open shifts that remain in either Fire Fighter or Officer relief shifts after the above rotation selections have been made will be available to everyone.

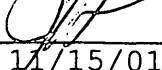

Special day only shifts may be authorized by the Fire Commissioners.

Upon authorization by the Board of Commissioners and receipt of Doctors notifications, a period of light duty work may be established to be worked with limited duties assigned by the Board. Scheduling of such light duty shifts will be by mutual consent of the employee and the District.

The chain of command for the person in charge of the station and/or emergency scene is as follows:

The District Paid Chief in attendance, in his absence;
The District Volunteer Assistant Chief, in his absence;
The District Paid Officer on duty in attendance, in his absence; The Senior Fire Fighter in attendance.

It was further agreed that the Board of Fire Commissioners is the governing body of the District except at an emergency scene.

for Fairview Fire District  for Fire Fighters  7
11/15/01

ARTICLE 9 - TRAINING

Section 1

The Board of Commissioners shall provide all Fire Fighters and Officers with training as provided for in Article 6-C of the Executive Law of the State of New York. Fire Fighters or Officers shall not receive any additional compensation for any portion of this required training that takes place while on duty.

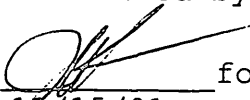
Section 2

All Fire Fighters and Officers hired on or after January 1, 1990 are required to maintain minimum certification in CPR and New York State EMT-Defibrillation EMT-Defibrillation is defined as the current EMT-Defibrillation certification or equivalent certification consistent with the current New York State certification for the Fairview Fire District Ambulance.

Section 3

- A. Attendance at any District approved classes of one day or longer held outside of Dutchess County that will require an overnight stay will be compensated at the rate of 12 hours of day with no additional compensation for travel time. If any of the training time falls during the regularly scheduled shift (day or Night) of the Fire Fighter/Officer, the Fire Fighter/Officer will adjust his schedule for that date and report to class at the required time. The only exception will be newly hired Fire Fighters attending mandatory Basic Fire Fighter Training which will be compensated at 10 hours a per day.
- B. Attendance at any District approved classes held inside or outside of Dutchess County that doesn't require an overnight stay, the Fire Fighter/Officer will be compensated certificate time plus round trip travel time from firehouse. The only exception will be newly hired Fire Firefighters attending mandatory Basic Fire Fighter Training, which will be compensated at 10 hours per day.
- C. If a Fire Fighter/Officer attends a District approved class of 8 certificate hours or more, and has a regularly scheduled nightshift for that date and report to class at the required time. The open nightshift of the Fire Fighter/Officer will be filled by relief time.

for Fairview Fire District


11/15/01

for Fire Fighters



- D. In Addition to compensation for the Fire Fighter/Officer, the District will pay for all costs for the class; provide necessary equipment, lodging, and round trip transportation and toll reimbursement for the Fire Fighter/Officer for the use of the private vehicle. Mileage reimbursement will be the current rate in effect according to the District guidelines.
- E. For any classes that require an overnight stay and does not have meals included as part of the class fees, the district will reimburse the Fire Fighter/Officer at a maximum of \$ 35.00 per day. The Fire Fighter/Officer will provide receipts for the district.

Section 4


Fire Fighters/Officers shall receive compensation for training or testing that is required to achieve or maintain EMT-Defibrillation certification once per certification cycle. Fire Fighters/Officers shall not receive compensation for training or testing that is required to achieve or maintain EMT-Defibrillation certification due to failure of a course paid for by the District.

During the period that a Fire Fighter/Officer, is without CPR or EMT-Defibrillation certification, the Fire Fighter/Officer will be placed on probation for a period of one year or until he successfully certifies. If the Fire Fighter/Officer does not successfully certify at the end of the one-year period, employment will be terminated.

During the period that a Fire Fighter/Officer is without EMT-Defibrillation certification, the Fire Fighter/Officer will revert to basic salary without premiums for Officer and EMT-D premium.

During the period that a Fire Fighters/Officers is without the CPR and EMT-Defibrillation certifications the District will be allowed to revise the employee's work cycles as needed to maintain the proper number of certified employees on each shift.

for Fairview Fire District


11/15/01

for Fire Fighters



ARTICLE 10 - ORGANIZATIONAL RIGHTS

Section 1

Requests for time off for Union business shall be made by the Union, in writing, to a member of the Chiefs Department stating the individual(s) for whom the time is requested and the purpose of the request. Approval of such request will not be unreasonably withheld for up to 60 hours for each year of the contract period. The total number of 180 hours may be used at any time during the contract period. Requests for additional Union business time, if any, shall be granted or denied at the sole and exclusive discretion of the Board of Commissioners.

Section 2

All directives and official notices shall be in writing and signed. A copy will be posted and provided to the Union Representative.

Section 3

There shall be no discrimination, interference, restraint or coercion by the employer against any employee for his activity on behalf of or membership in the Union.

Section 4

This agreement and any future agreement shall be reproduced and supplied to each employee by the employer within 30 calendar days of its execution at no cost to the employee. A copy of the agreement will be supplied to each Fire Fighter or Officer newly employed by the District.


Section 5

All rights, privileges, and working conditions enjoyed by the employees on the first day of January, 2002 which are not included or modified by this agreement, shall remain in full force unchanged and unaffected in any manner during the term of this agreement unless changed by mutual consent. At no time will this past practice refer to incidents prior to January 1 1999.

Section 6

Notwithstanding any of the provisions of Article 26, the parties agree that in any grievance or arbitration which uses Article 10 Section 5 of the contract as a basis for such an action, the loser will pay all costs of the grievance and arbitration for both parties.

for Fairview Fire District


11/15/01

for Fire Fighters



ARTICLE 11 - REMUNERATION

Section 1

A. Full-time Fire Fighters will be paid at the following basic pay scale

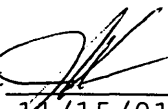
Effective: Jan, 1,2002		Hourly Wage Jan 1,2003		Jan 1,2004	
Starting:	15.83	Starting:	16.31	Starting:	16.79
Probation:	16.75	Probation:	17.25	Probation:	17.77
After 1 st year	17.07	After 1 st year	17.58	After 1st year	18.11
After 2 nd year	17.39	After 2 nd year	17.91	After 2nd year	18.45
After 3 rd year	18.45	After 3 rd year	19.00	After 3rd year	19.57
After 4 th year	18.69	After 4 th year	19.26	After 4th year	19.83
After 5 th year	19.02	After 5 th year	19.59	After 5th year	20.18

- A. Full-time Fire Lieutenant will have a base salary of 12% more than the "After Fifth Year" Fire Fighter base salary.
- B. Full-time Fire Captain will have a base salary of 18% more than the "After Fifth Year" Fire Fighter base salary.

Section 2

- A. An annual longevity bonus of \$1,000 will be paid after completion of (9) years of service. These payments will increase by the same amount on the 13th, 17th, and 21st years of service. It will be paid in one lump sum check on the employee's anniversary date. Increments are due on the Fire Fighters anniversary (starting date).
- B. Fire Fighters or Officers will receive 6% of base salary premium as long as they maintain current EMT-Defibrillation certification. This percentage is to be calculated on the Hourly Wage shown above.

for Fairview Fire District


11/15/01

for Fire Fighters




Section 3

The following special pay provisions shall apply.

- A. Fire Fighter or Officers who work more than 212 hours in a 28-day period shall be paid at their overtime at rate for all hours in excess of the 212 hours. Hours that the employee works during this 28-day period, for which overtime is paid under other sections of the contract, will not be counted toward the above 212 hours. Payment for overtime due from this section will be PAID WITH -IN ONE WEEK.
- B. A Fire Fighter who works scheduled relief time shall be paid at their straight time rate.
- C. A Fire Fighter who works emergency relief time shall be paid at their overtime rate.
- D. A Fire Fighter who works hold over time shall be paid at their regular rate of pay with minimum payment in blocks of one hour for any time spent over the previous paid block. If the hold over exceeds 1 hour, hold over time will convert to call back time and be covered by the call back time rules.
- D. The District will establish a standing order (Order #5) outlining emergency call back response requirements for different standard conditions. This order is subject to review and revision by the District as conditions dictate.
- E. The Chief, Deputy Chief, or Officer in Charge shall have the authority to call back Fire Fighters/Officers for all or any emergencies. The Fire Fighters/Officers must sign the appropriate time book.
- F. When the Chief, Deputy Chief, or an Officer is not on duty, the most senior Fire Fighter on duty will be in charge of the station.
- G. Compensation for the call back shall be:
 - 1. Pre-start time: at the overtime rate for the actual time (rounded to the nearest one half-hour) from the call back to their scheduled start time.
 - 2. Call back other than Pre-start time: at the overtime rate for a minimum of two hours.
- H. No individual Fire Fighter or Officer will schedule to work more than forty-eight (48) consecutive hours without at least a ten- (10) hour break.
- I. Any Officer, working relief time as a Fire Fighter, shall be paid at his salary including the Officer premium.
- J. Drills and training scheduled with more than 14 hours notice will be paid at straight time.

for Fairview Fire District


11/15/01

for Fire Fighters



- K. Special Position pay provisions:
1. The Fire Prevention Coordinator will receive a bonus of \$0.80 per hour. Upon successful completion and certification of Building Code Enforcement course provided by the District, the bonus rate for the Fire Prevention Coordinator will be \$1.50 per hour.
 2. The Assistant Fire Prevention Coordination will receive a bonus of \$0.50 per hour.
 3. The Mechanic will receive a bonus of \$1.00 per hour. Upon completion of repair and maintenance training on pumps, ladder, and engines, provided by the District, the bonus will increase to \$1.65 per hour.
- L. Actual salary will be calculated as follows:
- Regular Time Pay
1. Base pay from the schedule above {42 hours/week}
 2. + EMT-D bonus
 3. + Officer or Special Position bonus
- Overtime Pay
1. One and one half from the schedule above

ARTICLE 12 - HIRING/PROMOTION

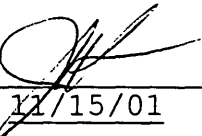
Section 1

A. All newly hired or promoted Fire Fighters will be required to obtain the required OSHA Fire Training, CPR, and New York State EMT or EMT-Defibrillation certification during the Probationary period (1 year). Failure to obtain and maintain these certifications will make the person ineligible for permanent appointment. Upon receipt of these certifications, and completion of at least three months of service, the employee will advance from starting to probationary pay schedule.

ARTICLE 13 - SPECIAL POSITIONS

Only permanent employees will be eligible for consideration for the following special positions. If at any time an employee holding one of these special positions, or the District become dissatisfied with the conditions outlined in this Article, either party may upon written notice to the other, withdraw from this arrangement, no reason need be indicated. The arrangement will be discontinued at an agreed date not less than (30) days after the notification.

for Fairview Fire District


11/15/01

for Fire Fighters



A. **FIRE PREVENTION COORDINATOR** To improve public awareness and knowledge, the District will additionally compensate no more than two Fire Fighters to act as Fire Prevention Coordinator and Assistant Fire Prevention Coordinator.

Section 1 - Responsibilities

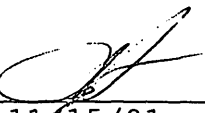
- A. To coordinate, schedule and implement the District's Fire Prevention Program details as directed and approved by the Fire Commissioners or their designee. Note: to assist in performance of these duties, the coordinator will be allowed to use a District car during on-duty hours when the car is available and not assigned for other District purposes.
- B. To review site plans and make recommendations with the Chief's approval.
- C. To maintain all Fire District Fire Prevention Equipment.
- D. To coordinate training on Fire District Fire Prevention material (i.e.: Pluggie, Teddy Ruxpin, films, etc.).
- E. A Class "A" uniform will be provided on a one-time basis.
- F. The hours of duty for this position shall be as outlined in Article 6, Section 1-C (Special Days Only Shifts).

B. **MECHANIC** In exchange for a Preventative Maintenance Program for all District Apparatus and equipment, the District will additionally compensate no more than 1 full-time Fire Fighter to act as Mechanic.

Section 1 - Responsibilities

- A. Place each vehicle owned by the District on a maintenance schedule with at least a semi-annual oil change, greasing, etc.
- B. Scheduling and performing minor repairs such as light bulb changes minor mechanical repairs and adjustments.
- C. Scheduling of other needed repairs will also be the responsibility of this employee, subject to the approval and/or direction of a member of the Chief's Department. For maintenance purposes a relief shift may be scheduled by agreement of the chiefs department and the mechanic to perform maintenance. This will be on the day shift, and will not be counted as a fireman for that shift.
- D. The hours of duty for this position shall be as outlined in Article 6, Section 1-C (Special Days Only Shifts) or Section 1A (Fire Fighter Cycle Working Shift). This shift cannot be changed unless the position is vacant.

for Fairview Fire District


12/15/01

for Fire Fighters



- E. Time spent performing minor repair work in addition to the normal work schedule will be paid at straight time, and indicated in the pay book as maintenance, including a brief description of the reason for the repair.
- F. Time spent by an employee performing emergency repair; will be paid at the overtime rate for actual time needed to repair apparatus. This shall be recorded in the time book with a brief explanation of this emergency repair. Should the apparatus be out of service, a member of the Chiefs Department will be notified regarding the cause and length of time estimated for repair.
- G. The District will reimburse the cost of up to two coveralls as needed. Subject to the approval, and/or the direction of the Chiefs department. The coveralls will become and remain the property of the District.

ARTICLE 14 - SENIORITY


Section 1

Seniority shall be defined as the length of service from the first day of pay status for a full-time Fire Fighter or a part time Fire Fighter with the Fairview Fire District. In the event that more Fire Fighters/Officer request the same vacation time off than can be reasonably spared for operating reasons, then time will be granted in order of seniority.

Section 2

- A. In the event that the District has a reduction of work force:
 - 1. Fire Fighters with the lowest seniority will be laid off first.
 - 2. Officers with the least amount of time as an officer will be laid off first. In the event more that one officer has the same time since appointment, the employee with the lowest seniority will be laid off first. Laid off Officers will have retreatment rights to the last permanently held position
 - 3. No full-time Fire Fighter will be laid off until all part-time Fire Fighters have been laid off.
- B. Employees who have been laid off shall be recalled in order of seniority. No new employees shall be hired until all laid off employees have been given an opportunity to return to work.

for Fairview Fire District


11/15/01

for Fire Fighters



ARTICLE 15 - VACATION

Section 1

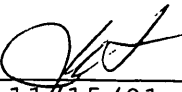
- A. All full-time Fire Fighters/Officers will earn vacation time at the rate of 22 hours per month. No vacation time can be used until the end of the first 6 months of continuous employment, thereafter; vacation being earned during the current month will be available for use after the 15th day of the current month.
- B. An additional hour per month will be added to the rate after completing five (5) years, ten (10) years, and fifteen (15) years of employment.
- C. An additional two hours per month will be added to the rate after completing twenty (20) years of employment.
- D. Fire Fighters/Officers will not earn the Vacation hours if they have been out of work as follows:
 - A. Continuously for 30 calendar days on workmen's compensation.
 - B. Continuously for 30 calendar days on sick leave.
 - C. Continuously for 10 calendar days on suspension.
- E. Vacation time must be used in minimum blocks of 3 hours plus additional minimum blocks of 1 hour.

Section 2

- A. All full-time Fire Fighters/Officers may have a maximum of thirty-seven days (444 hours) vacation time on the books at any given time.
- B. A maximum of thirty seven days (444 hours) vacation time will be paid for Permanent Employees only:
 - 1. Upon retirement.
 - 2. As a death benefit.
 - 3. Upon resignation after (5) years of service. (Payable in six equal monthly payments.)
 - 4. Upon dismissal subject to provision of law, unless the dismissal is for cause.

Payment shall be based on straight time rate. (Article 11, section 3, L.)

for Fairview Fire District


11/15/01

for Fire Fighters



ARTICLE 16 - HOLIDAYS

Section 1

A. All full-time Fire Fighters/Officers shall receive the following twelve days (144 hours) that will be recognized as paid holidays:

New Years (Jan. 1)	Columbus Day (observed)
Lincoln's Birthday (Feb. 12)	Veterans Day (Nov. 11)
Washington's Birthday (Feb. 22)	Thanksgiving (observed)
Memorial day (observed)	Christmas (Dec. 25)
Independence Day (July 4)	Election Day (observed)
Labor Day (observed)	Martin Luther King Day observed)

B. These holidays are only earned by those full-time Fire Fighters/Officers that were working or on vacation during the period when the holiday falls. Fire Fighters will not earn the Holiday if they have been out of work as follows:

1. Continuously for 30 calendar days on workmen's compensation.
2. Continuously for 30 calendar days on sick leave.
3. Continuously for 10 calendar days on suspension.

C. Holiday time must be used in minimum blocks of 3 hours plus additional minimum blocks of 1 hour.

Section 2

A. A maximum of 12 holidays will be paid for Permanent Employees only:

1. Upon retirement.
2. As a death benefit.
3. Upon resignation after (5) years of service. (payable in six equal monthly payments)
4. Upon dismissal subject to provisions of law, unless the dismissal is for cause.

Payment shall be based on straight time rate. (Article 11, Section 3, L.)

B. All full-time Fire Fighters/Officers who work on a holiday may elect to be paid, at straight time, for that holiday or he may elect compensatory time off for such holidays.

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- C. All full-time Fire Fighters/Officers who are entitled to holiday compensatory time off may elect to be paid, for a maximum of 12 days (144 hours) in one calendar year, provided the election(s) to be paid is made, in writing, by or before the close of the first pay period in April, October and/or December.
- D. No full-time Fire Fighters/Officers will be allowed to have over 24 holidays (288 hours) "on the book" at any time.
- E. If notice is received timely by the District, in writing, of a Fire Fighter's/Officer's request for payment pursuant to this section, the payment will be included in the pay check for the second pay period in the month(s) of April, October and/or December as the case may be.

ARTICLE 17 - PERSONAL LEAVE AND MUTUAL WORK SHIFTS

Section 1

Full-time Fire Fighters/Officers shall receive personal leave time, according to the following schedule, based on their original employment date and each succeeding anniversary date. Unused personal time will be paid at the straight time rate with in two weeks of the anniversary date. (Article 11, Section 3, L.)

On the first day of employment, 3 personal days (36 hours)

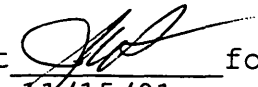
After one year of employment, 4 personal days (48 hours).

After two years of employment, 5 personal days (60 hours).

Section 2

The Board of Fire Commissioners recognizes that the mutually agreed swapping of assigned work shifts provides certain flexibility for the employees, however, this practice has an adverse effect on the Board's ability to properly discharge their required duties. If employees feel it is necessary to swap their scheduled work shift with another employee, the swap must be approved by the Chief 48 hours prior to the day of the proposed shift. If the Chief is not on duty in the prescribed 48 hours time period, the district officer on duty can approve the swap and turn over to the Chief's Department a notice of the approval. If an employee requires less than a shift off, and he has made arrangements for another employee to fill in for him, a written notice of this swap must be sent to the Chief prior to the end of the shift in question.

for Fairview Fire District


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ARTICLE 18 - SICK LEAVE

Section 1

All full-time Fire Fighters/Officers shall accumulate monthly, sick leave at the rate of one-day (12 hours) per month. Sick leave being earned during the current month will be available for use after the 15th day of the current month.

Fire Fighters will not earn the sick leave if they have been out of work as follows:

1. Continuously for 30 calendar days on workmen's compensation.
2. Continuously for 30 calendar days on sick leave.
3. Continuously for 10 calendar days on suspension.

Sick leave may accumulate up to and including two hundred days (2400 hours). All permanent, full-time employees will be entitled to payment for one-half accumulated unused sick leave at the following event:

1. As a death benefit
2. Upon resignation after five (5) years of service. (payable in six equal monthly payments)
3. Upon dismissal subject to provisions of law, unless the dismissal is for cause.
4. Such benefit is computed on the basis of the straight time rate of the salary schedule in existence at the time (Article 11, section 3, L.)

Upon retirement will be entitled to payment for one third of the accumulated sick leave not applied toward retirement credit as outlined in 341j of the retirement plan (165 days)


Section 2

All full-time Fire Fighters/Officers may accrue more than 200 days (2400 hours) of sick leave, however; these days will only apply towards sick leave. In no case shall it apply towards payment as explained in Section 1 of this Article.

Section 3

Full-time Fire Fighters/Officers shall accumulate sick leave from the first day of employment and shall continue to do so as long as they are employed.

for Fairview Fire District


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Section 4

The District may require a doctor's examination at its sole cost and expense.

Section 5

Whenever an employee is out on sick leave for more than four (4) consecutive days, he must supply a doctor's verification of his illness and before he returns to work supply a doctor's verification that he is able to return to work at his sole cost and expense.

Section 6

An employee may be allowed to use accumulated sick time in the event of illness to an employee's immediate family member up to a maximum of (12) shifts in any one calendar year. For the purposes of this provision, an immediate family member shall be defined as a spouse, or a dependant living in the employee's home.

ARTICLE 19 - UNIFORM ALLOWANCE

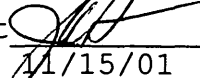

Section 1

Upon appointment, the employee will be provided with all fire fighting equipment. Other clothing such as uniforms will be furnished by the Fire Fighter or Officer. All employees are expected to be in uniform and ready to work at the assigned shift start time.

Section 2

A. After the first six months of employment, a full-time Fire Fighter will be furnished with a clothing allowance of \$450.00 per year, a part-time Fire Fighter will be supplied with a clothing allowance of \$250.00 per year, and a Fire Officer will receive a clothing allowance of \$500.00 per year. The clothing allowance will be pro-rated for time worked if during the past twelve (12) months the employee has in excess of thirty (30) days spent on sick leave or workmen's compensation or suspension.

B. The employee will have all paperwork completely filled out and returned to the Treasurer fifteen (15) days prior to him

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receiving his allowance. This must be submitted after April 1 of the year.

Section 3

The purpose of the clothing allowance is for the Fire Fighter to buy, keep, clean, and maintain the clothing prescribed by the District including the following:

- Winter coat
- Navy blue uniform sweater, if desired
- Black safety toe shoes or black safety toe boots
- Bell hats
- Navy blue work pants, straight leg, no cuffs
- Light blue long sleeve shirts
- Light blue short sleeve shirts
- Black socks
- Black belt
- Navy blue District approved T-shirts, sweatshirts; or mock turtleneck shirts.
- Sports shirts for summer (District approved)
- Black tie

Section 4

A. The District will purchase, pay for, and provide employees with the following equipment, as needed, and Fire Fighters will keep, clean, and maintain such equipment:

Helmet	Gloves	Badges	Nomex Hood
Ball caps	Fire boots	Turnout coats	Turnout pants
Insignias	District patches		

B. The District will provide one winter jacket to all Fire Fighters or Officers. This is to be maintained and replaced as needed by the employee.

Section 5

A. The summer uniform will consist of:

- Black safety toe shoes or black safety boots
- Black socks
- Black belt
- Navy blue work pants, straight leg, no cuffs
- Light blue uniform shirt (short sleeves) or approved sport shirt (Fire Fighters)

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District patch on left shoulder
Badge on left side
Name tag on right side EXAMPLE: JOHN DOE
White uniform shirt for Officer

B. The winter uniform will consist of:

Same as summer uniform except:

Light blue long sleeve uniform shirt (Fire Fighter)
White long sleeve uniform shirt (Officer)
Navy blue uniform sweater, if desired
Winter uniform jacket, with patch, to be worn at all times
outside the building as weather dictates.

C. Summer and winter uniform dates may be changed by the Chief's Department as weather dictates.

D. The Officer in charge of the station may authorize the following exceptions:

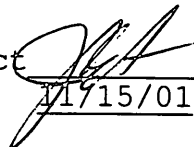
1. When the summer temperatures rise above 85 degrees F, the light blue uniform shirt may be deleted from the required wear for the shift or when doing work details or when approved by the Officer in Charge.
2. A navy blue job sweatshirt may be worn over the uniform shirt when approved by the Officer in Charge.

Section 6

A. The dress and appearance code for employees shall be as follows and all employees must dress alike:

1. Shirts without ties will be buttoned up excluding the top button.
2. Navy blue T-shirts or authorized fire department T-shirt or sweatshirt.
3. Shoes are to be clean and shined at all times.
4. Hat visor clean at all times.
5. Uniforms are to be neat and pressed at all times.
6. Hair length will not go below the shirt collar.
7. Hair will be neat and combed.
8. Sideburns will not be lower than the ear lobe.
9. Mustaches will not exceed the upper lip line.
10. Except as aforesaid, all Fire Fighters shall be clean-shaven, no beards are allowed.
11. Baseball caps will be worn outside when directed by the officer in charge.

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for Fire Fighters



- a. Bell Caps will be worn outside the station at all events requiring a Class A Uniform.
- b. Proper headgear will be worn at fire and medical calls.

ARTICLE 20 - MEDICAL INSURANCE

For all employees, the District shall provide hospitalization insurance, which shall cover all full-time Fire Fighters or Officers, and their immediate family.

Qualifying plans are:

- A. Empire Plan's Hospital and Medical Benefits Management Program.
- B MVP 20+ Plan - (individual, spousal, or dependent)

The District will contribute the full monthly cost for each employee and his family for the plan selected.

If an option is no longer available, the parties agree to form a committee of a maximum of two representatives from each side to recommend a replacement option.

Employees who have hospitalization coverage through their spouse's employer may elect to not take part in any of these plans. If this option is taken, the District will pay the employee an additional \$250.00 per month.

Upon retirement the District will contribute to the retiree's health insurance in only the Empire Plan at the rate of 50% individual and 35% family coverage. This will be done in cooperation with the New York State retirement system. If Coverage is terminated for any reason. Re-entry in the plan will not be permitted.

ARTICLE 21 - RETIREMENT

All full-time and part-time Fire Fighters or Officers will be enrolled in the 20 year, $\frac{1}{2}$ pay, no age limit retirement plan, (as provided for in Section 384E of the New York State Policeman's and Fireman's Retirement System) at no cost to the employee. All new Fire Fighters or Officers will be enrolled in this plan unless changed by law.

for Fairview Fire District


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for Fire Fighters



ARTICLE 22 - DENTAL INSURANCE

All full-time Fire Fighters or Officers will be enrolled in the Fairview Fire District Dental Plan at no cost to employees. The administration of the Fairview Fire District Dental Plan is outlined in a mutual letter of agreement dated 3/31/94.

Upon retirement the retiree may continue enrollment in the plan at a monthly cost of \$45.00, paid quarterly to the District. This fee will be evaluated annually. Once coverage is terminated, there will be no re-entry into the plan.

ARTICLE 23 - LIFE INSURANCE

All full-time and part-time Fire Fighter or Officer will be supplied with a \$25,000.00 group term life insurance policy issued by the New York State Professional Fire Fighters Life Insurance Company, or equivalent, at no cost to the employee.

ARTICLE 24 - JURY DUTY

A. An employee called for and actually serving on jury duty shall be given leave of absence with pay for the duration of such service. An employee who serves more than one-half day on jury duty, including travel time from jury duty to the work location, shall not be required to report to work that day; however, if the employee serves less than one-half day, including travel time from jury duty to work location, the employee shall report for work unless, because the unusual circumstances of the case, he is excused from reporting by a member of the Chiefs Department.

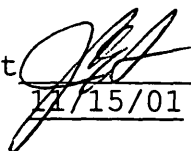
B. An employee actually serving on jury duty shall provide the employer with documentary proof, from the Commissioner of Juror of his time actually served.

C. No jury duty leave of absence with pay will be granted for voluntary time served on jury duty.

D. The employer shall be entitled to a credit against wages for any payments, fees, mileage, or any other payments the employee actually receives for his service as a juror.

E. An employee shall only be entitled to one term of jury duty in any 12-month period.

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ARTICLE 25 - DISCIPLINE

Section 1

Discipline shall be imposed upon employees otherwise subject to the provisions of Section 75 and 76 of the Civil Service law only pursuant to this Article, and the procedure and remedies herein provided shall apply in lieu of the procedure and remedies prescribed by such sections of the Civil Service Law which shall not apply to employees.

Section 2

Discipline of an employee shall be imposed only for just cause. Discipline means official reprimand, fine, suspension, loss or curtailment of benefit(s), demotion or dismissal. Demotion or dismissal, based upon a lay-off or other operational judgement of the District, shall not be construed to be discipline.

Section 3

Where the District imposes, or intends to impose discipline, it shall advise the employee of his right to have a union representative, as witness or as an advisor, during any meeting, or interrogation concerning the same.

Section 4

The employee and/or Union may request, and receive a copy of any recordings of a disciplinary meeting or charges made against the employee.

Section 5

Where the appointing authority or its designee seeks the imposition of a loss of leave credits or other privilege, written reprimand, fine, suspension without pay, or dismissal from service or any other form of discipline, notice of such discipline shall be made in writing and served, in person or by registered or certified mail, upon the employee at his last known address. The conduct for which discipline is being imposed and the penalty proposed shall be specified in the notice. The notice served on the employee shall contain a description of the alleged acts and conduct including reference to dates, times, and places. The employee shall be provided with two copies of the notice, which shall include the statement, "You are provided two copies in order that one may be given to your representative".

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Section 6

Disciplinary procedures shall be subject to the grievance procedure set forth in ARTICLE 26 of this agreement.

Section 7

If the discipline of the employer seeks to impose is a dismissal from service, and if the Union opts to proceed with the filing of a grievance, such grievance may be filed at Step 3, immediately.

ARTICLE 26 - GRIEVANCE PROCEDURE

Section 1

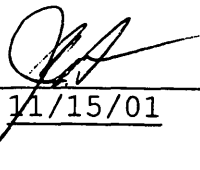
A. A grievance shall be defined as an alleged violation, misinterpretation or misapplication of the terms and conditions of this agreement or any existing laws, rules, procedures, regulations, administrative orders, or work rules of the fire department, which relate to or involve Fire Fighter health or safety, physical facilities, materials or equipment furnished to the Fire Fighters, or supervision of the Fire Fighters or disciplinary proceedings against a Fire Fighter; provided, however, that such terms shall not include retirement benefits or any other matter which is otherwise revisable pursuant to law or any law or any rule or regulation having the force and effect of law.

Both parties to this agreement recognize the mutual benefit of resolving grievances at the earliest possible stage. In an effort to promote the amicable resolution of grievances, both parties further agree that each will make every attempt to resolve issues informally. The formal grievance procedure shall be as follows:

Step 1:

Alleged grievances must be submitted in writing to a member of the Chiefs Department within fourteen (14) calendar days after the occurrence complained of. The Chiefs Department shall have ten (10) calendar days after receipt of the grievance within which to return a written reply. The grievance shall be in a form as approved by the parties and shall contain the date the problem arose, a complete statement of the problem, and the relief requested.

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Step 2:

In the event no answer is received within ten (10) calendar days or the answer received is unsatisfactory at Step 1, the grievant shall have ten (10) calendar days within which he may then submit the grievance in writing to the Chairman of the Board of Fire Commissioners. The Chairman shall have ten (10) calendar days after receipt within which to return a written reply.

Step 3:

In the event no answer is received within ten (10) calendar days or the answer received is unsatisfactory at Step 2, the grievant shall then have ten (10) calendar days within which to submit the grievance to binding arbitration.

The parties agree that the Public Employment Relations Board shall be the administrative agency responsible for assisting the parties in the arbitration process. The parties agree that the decision of the arbitrator shall be final and binding on each and in no event will either party have recourse to any other means of review. All just costs incurred relating to the appointment and services of the arbitrator shall be borne equally by the parties.

B. The parties, by mutual agreement, in writing, may waive any time limit here above set forth.

ARTICLE 27 - HOLD HARMLESS CLAUSE

A. Since all Fairview Fire Fighters and Officers are presumed to be subject to duty 24 hours per day, 7 days per week, any action taken in the Fairview Fire District by a Fire Fighter of the District on his time off, which would be appropriate if taken by a District Fire Fighter/Officer on active duty, if present or available, shall be considered official action, and Fire Fighter/Officer shall have all the right to benefits concerning such action as though he were then on active duty. In the event that an employee is faced with a Civil Claim arising out of an incident in the Fairview Fire District related to his service with the District, (except acts of willful misconduct or gross negligence) the Fairview Fire District will provide legal counsel for his protection and hold him harmless from any financial loss.

B. It is not the intent of this provision to be a recall to duty for pay status.

ARTICLE 28 - MANAGEMENT RIGHTS

Except as expressly limited by the provisions of this Agreement, the
for Fairview Fire District 11/15/01 for Fire Fighters

District retains all of the authority, rights, and responsibilities possessed by it, including, but not limited to, the right to determine, the mission, purposes, and objectives of the District; to implement the examination, selection, recruitment, hiring, or promotion of employees pursuant to law; to establish specifications for each class or position; to clarify or reclassify and to allocate or reallocate new or existing positions in accordance with Civil Service Law; and, to discipline or discharge employees in accordance with the provisions of this agreement.

ARTICLE 29 - NO STRIKE PROVISION

Pursuant to Section 207 (3) of the Civil Service Law (Taylor Law) the Professional Fire Fighters' Association hereby affirms that it does not assert the right to strike against any government, to assist or to participate in any such strike, or to impose an obligation to conduct, assist, or participate in such strike.

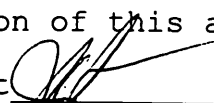

ARTICLE 30 - CONTINUATION OF AGREEMENT

In the event that a new agreement has not been negotiated by the expiration date of this agreement, this agreement shall continue in full force and effect until such time as a new agreement is executed.

ARTICLE 31 - MERGER CLAUSE

It is understood and agreed by the parties hereto that this contract contains the entire agreement between the parties and all prior negotiations, statements, or representations are merged herein; and the parties acknowledge each to the other that they have not made or relied upon any other representations, statements, or agreements except as specifically set forth herein. It is agreed by the parties herein that all rights, privileges, and benefits contained in all prior and present contracts shall be carried forward without diminishment except as the same may have been previously or herein specifically modified or rescinded.

ARTICLE 32 - SAVING CLAUSE

If any part or any provision of this agreement shall be rendered or for Fairview Fire District  for Fire Fighters 

11/15/01

declared illegal or unfair labor practice by reason of any existing or subsequently enacted legislation or by any decree of a court of competent jurisdiction or by the decision of any authorized government agency, such invalidation of such part or provision of this agreement shall not invalidate the remaining provisions thereof, it being understood that the remaining parts or provisions shall remain in full force and effect.

ARTICLE 33 - CHANGE, WAIVER OR TERMINATION

It is understood and agreed by the parties hereto that no understanding or agreement purporting to change, modify, waive or terminate any and all of the terms and conditions of this agreement, and no understanding or agreement, which, if executed, would in fact change, modify, waive or terminate any and/or all of the terms and provisions of this agreement, is binding as between the District and the Fire Fighters, unless an understanding or agreement is in writing and signed by a duly authorized representative of the District and a duly authorized official of the Fire Fighters.

ARTICLE 34 - LEGISLATIVE CLAUSE

IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year first above written.

FAIRVIEW FIRE DISTRICT

BY:



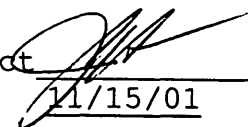
FAIRVIEW FIRE FIGHTERS

BY:



for Fairview Fire District

for Fire Fighters


11/15/01

ACKNOWLEDGMENTS

STATE OF NEW YORK)

) Ss.:

COUNTY OF DUTCHESS)

On the 19th day of November, 2001, before me personally came John E. Anspach, To me known, who, being by me duly sworn, did Depose and say that he resides at 20 Big Meadows Lane - OK and that he is the Chairman of the Board of Fairview Fire District, the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

AMIE K. PARKER
Notary Public, State of New York
Qualified in Dutchess County
Commission Expires February 22, 2002

Notary Public

Amie K. Parker 11/19/01
Notary Public

STATE OF NEW YORK)

) ss.:

COUNTY OF DUTCHESS)

On the 19 day of November, 2001, before me personally came Christopher E. Mander To me known, who, being by me duly sworn, did depose and say that he resides at 36 Manson Drive, HP and that he is the President of Fairview Fire Fighters Local 2623, the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

AMIE K. PARKER
Notary Public, State of New York
Qualified in Dutchess County
Commission Expires February 22, 2002

Notary Public

Amie K. Parker 11/19/01
Notary Public

for Fairview Fire District [Signature]

for Fire Fighters [Signature]

11/15/01

11/19/01 (AKP)



Fairview Fire District

258 Violet Avenue
Poughkeepsie, New York 12601
Tel: (845) 452-7453
Fax: (845) 452-0552

Letter of Understanding

It is hereby agreed by and between the Fairview Fire District and the Fairview Professional Firefighters, Local 2623, that the Fire District will change the current schedule for Officers as stated in Article 6, Section 1, Part B, to reflect the schedule for Firefighters as stated in Article 6, Section 1, Part A. It is further agreed that this schedule change will be in effect for a minimum of two years starting 1/1/02. The new schedule arrangement will be reviewed by a committee consisting of two representatives from the District, the Chief of the Department, and two representatives from the Firefighters. This agreement can be extended or be terminated after the two-year mark.

This "Letter of Understanding" is ratified between the Fairview Fire District and the Fairview Professional Firefighters, Local 2623, as indicated by the presence of the signatures below.

On this date: 11/19/01

Fairview Fire District

By: [Signature]

Fairview Professional Firefighters
IAFF Local 2623

By: [Signature]

for Fairview Fire District [Signature] for Fire Fighters [Signature]
11/19/01